

NON-EXCLUSIVE, ROYALTY FREE PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the "**Agreement**") MADE BETWEEN:

EVERYTHING LIMITED, a corporation organized under the laws of the United Kingdom (hereinafter "**EVERYTHING**") whose address is: Unit 4, 122 East Road, London N1 6FB, United Kingdom,

AND

_____ (hereinafter "**Licensee**") whose address is, _____

WHEREAS

EVERYTHING owns all right, title and interest in and to the Patent Rights (as defined below);

Licensee desires to gain rights under the Patent Rights and to commercialize its products and services covered by the Patent Rights in the Field of Use (as defined below); and

EVERYTHING is willing to grant and Licensee accepts a license under the Patent Rights restricted to the Field of Use in accordance with the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the preceding recitals and of the following terms, conditions, and promises, the Parties agree as follows:

1. DEFINITIONS IN THIS AGREEMENT

- 1.1. "**Patent Rights**" means U.S. Patent No. 9,794,321.
- 1.2. "**GS1**" means GS1 AISBL, an international non-profit association registered in Belgium, with offices at Avenue Louise 326, box 10, 1050 Brussels (Enterprise number: 419.640.608).
- 1.3. The "**GS1 Digital Link Standard**" means the specific Release 1.1 of the GS1 Digital Link Standard.
- 1.4. "**Licensed Product**" means any computer-implemented program or application or system, or component part covered by a claim of the Patent Rights or a claim of any other patent rights licensed under this Agreement.
- 1.5. "**Patented Process**" means any process covered by a claim of the Patent Rights or a claim of any other patent. A Patented Process also includes the provision of any service using a Licensed Product.
- 1.6. "**Field of Use**" means only Licensed Products (as defined in Section 1.4 hereof)

implementing the normative portions of the GS1 Digital Link Standard (as defined in Section 1.3 hereof).

- 1.7. **"Affiliate"** is a corporation of which more than 20% of the voting shares are owned by a Party, or which owns more than 20% of the voting shares of a Party, or of which more than 50% of the voting shares are owned by another Affiliate or if it owns more than 50% of another Affiliate.

2. GRANT OF LICENSE

- 2.1. **Grant:** EVRYTHNG grants Licensee a world-wide, non-exclusive, royalty-free license under the Patent Rights, for Licensee to make, have made, use, sell, offer for sale, and import Licensed Products for use within the Field of Use.
- 2.2. This Agreement is specific to the Field of Use and does not grant any rights to Patent Rights or any other patent rights except as specifically granted. A license to permit any other use of Patent Rights or any other patent rights owned or controlled by EVRYTHNG, whether solely or in combination with others, must be negotiated separately. Licensee is not licensed to have Licensed Products made or sold by or to have Patented Processes practiced by agents of Licensee except as expressly set forth herein. The license granted in this Agreement is limited to the Field of Use, and the Parties agree that practice outside the Field of Use or supply of product for use outside the Field of Use or implementation of processes outside the Field of Use may be unlicensed and may constitute a breach of the Agreement.
- 2.3. Sub-licensing: Licensee may grant sub-license rights only as follows:
 - 2.3.1. If a sub-license is required for use of the Licensed Product acquired by an end-user from Licensee, then Licensee may grant the end-user a sub-license restricted to use of Licensed Product only, provided that the Licensee notifies the sub licensee of the existence of this license and the terms and conditions, including the restricted Field of Use, under which the sublicense is granted. Licensee is only authorized to grant sub-license rights to the Patented Process for use by such end-users of a Licensed Product. An acceptable form of such notice is: "This product is licensed for use only for implementing the GS1 Digital Link standard, Release 1.1. It is not licensed for use with other implementations including, without limitation, any other version of the GS1 Digital Link standard, and any implementations and any use outside of the licensed Field of Use may constitute infringement of patent rights owned by EVRYTHNG."
 - 2.3.2. Such notice may be included in written documentation accompanying tangible hardware or software products or embodied in viewable documentation accompanying electronically distributed products or processes. Such a sub-license to an end-user shall continue for the life of the Licensed Product or the life of the Patent Rights or any other patent rights which are licensed hereunder, whichever is shorter. The end-user sub-license will continue despite early termination of this Agreement. An end-user shall only have the right to use Patent

Rights to the extent it is using a Licensed Product under this Agreement.

- 2.3.3. Licensee may grant a sub-license to an Affiliate of Licensee provided that Licensee promptly gives written details to EVERYTHING of the name and address of the Affiliate granted a sub-license. A sub-license granted to an Affiliate will terminate on termination of this Agreement or whenever the sub-licensee ceases to be an Affiliate.
- 2.4. **Reciprocal Grant by Licensee:** Licensee grants EVERYTHING a world- wide, non-exclusive, royalty-free license under all patent claims owned or acquired by Licensee, that are essential to implement products within the Field of Use, to make, have made, use, sell, offer for sale and import Licensed Products and to practice Patented Processes in the Field of Use, subject to the following and to the terms and conditions outlined in this Agreement:
 - 2.4.1. This Agreement does not grant any rights to any patent rights except as specifically granted. A license to permit any other use of any patent rights other than as explicitly granted in this Agreement must be negotiated separately. EVERYTHING is not licensed to have licensed Products made or sold by or to have Patented Processes practiced by agents of EVERYTHING. The license granted in this Agreement is limited to the Field of Use, and the Parties agree that practice outside the Field of Use may be unlicensed and may be a breach of the Agreement.
- 2.5. **Sub-licensing:** EVERYTHING may grant sub-license rights only as follows:
 - 2.5.1. If a sub-license is required for use of the Licensed Product or Patented Process acquired by an end-user from EVERYTHING, then EVERYTHING may grant the end user a sub-license restricted to the use of Licensed Product or Patented Process only. Such a sub-license to an end-user shall continue for the life of the Licensed Product or Patented Process or the life of the Patent Rights or any other patent rights which are licensed hereunder, whichever is shorter. The end-user sub-license will continue despite early termination of this Agreement. An end-user shall not have the right to further sub-license any Patent Rights under this Agreement to any other third party.
 - 2.5.2. EVERYTHING may grant a sub-license to an Affiliate of EVERYTHING provided that EVERYTHING promptly gives written details to Licensee of the name and address of the Affiliate granted a sub-license. A sub-license granted to an Affiliate will terminate on termination of this Agreement or whenever the sub-licensee ceases to be an Affiliate.
- 2.6. **Effect of Termination on Sublicense.** Upon termination of this Agreement, any and all existing Sublicenses will terminate.

3. CONSIDERATION

3.1. **License Fees, Royalties and Taxes:** This license is being granted on a royalty-free basis. The only consideration to EVERYTHING for the license granted herein are the rights granted to EVERYTHING under Section 2 hereof, and Licensee and Sub-licensees promise to be bound by the terms of this Agreement.

4. TECHNICAL ASSISTANCE

4.1. EVERYTHING will not provide technical assistance to Licensee or sub-licensees relating to the use of Patent Rights.

5. PUBLICITY

5.1. Announcements:

- 5.1.1. Licensee may publicly announce that it is a GS1 member and it is a licensee of the Patents for the Field of Use.
- 5.1.2. EVERYTHING may publicly announce that it has licensed use of the Patents to GS1 members, including Licensee, for the Field of Use.
- 5.1.3. Except as set forth in Sections 6.1.1 and 6.1.1, neither party shall make any public announcement regarding this Agreement or the terms thereof without the prior approval of the other party.

5.2. **Use of EVERYTHING's Name:** Except as required under the Marking requirements above, Licensee may not use EVERYTHING's name, any abbreviations, words, or images that apparently refer to EVERYTHING, or any trade name, trademark, or service mark owned by EVERYTHING without the prior written consent of EVERYTHING. EVERYTHING will undertake in its reasonable discretion, if requested in writing by Licensee, to approve in advance any proposed use of its name. In the event Licensee inadvertently uses EVERYTHING's name or other marks without prior approval from EVERYTHING, Licensee shall promptly notify EVERYTHING and shall use its best efforts to withdraw from circulation any written material containing such an unapproved use.

6. REPRESENTATIONS AND WARRANTIES

6.1. **Representation of Ownership:** EVERYTHING represents that it owns all rights to the Patent Rights that are necessary for granting a license pursuant to this Agreement.

6.2. **Non-Warranty of Validity or Infringement:** EVERYTHING does not warrant the validity of the Patent Rights and makes no representation as to their scope. EVERYTHING disclaims any warranty of non-infringement of the rights of others under any present or future patent. Licensee does not warrant the validity of the patent rights licensed by it pursuant to this Agreement and makes no representation as to their scope. Licensee disclaims any warranty of non-infringement of the rights of others under any present or

future patent.

- 6.3. EVERYTHING disclaims all warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose, arising out of this AGREEMENT and the rights provided hereunder.

7. INFRINGEMENT

- 7.1. **Decision to Assert:** EVERYTHING reserves the right in its sole and arbitrary discretion to decide what actions to take in the event that either Licensee or EVERYTHING identifies an infringement of the Patent Rights licensed under this Agreement. EVERYTHING will be under no obligation to assert the Patent Rights against any alleged infringer. Licensee agrees that it shall not initiate any action against alleged infringers and shall not be entitled to recover damages for infringement from infringers.

8. LIMITATION OF LIABILITY

- 8.1. **No Liability:** EVERYTHING shall not be responsible for any losses due to Licensee actions and accepts no liability for indirect or consequential damages whatsoever. For greater certainty, EVERYTHING accepts no liability for direct, indirect or consequential damages whatsoever even if EVERYTHING has been advised of the possibility of such damages, including, but not limited to, business interruption, lost business revenue, lost profits, failure to realize expected savings, economic loss, loss of data, loss of business opportunity or any claim against licensee by any other party.
- 8.2. **Reciprocal limitation of Liability:** EVERYTHING agrees that Licensee shall not be responsible for any losses resulting from EVERYTHING exercising the rights granted under Section 2.3, and Licensee shall have no liability for indirect or consequential damages due to exercising such rights.
- 8.3. EVERYTHING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PATENT RIGHTS, THE LICENSED PRODUCTS, OR ANYTHING ELSE LICENSED, DISCLOSED, OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT. EVERYTHING'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COSTS AND FEES PAID TO EVERYTHING UNDER THIS AGREEMENT.

9. Indemnification

EACH PARTY WILL NOTIFY THE OTHER OF ANY CLAIM, LAWSUIT OR OTHER PROCEEDING RELATED TO THE PATENT RIGHTS. LICENSEE AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS *EVERYTHING*, ITS MEMBERS, EMPLOYEES, OFFICERS, TRUSTEES, ATTORNEYS, AND AGENTS AND EACH OF THEM (THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LAWSUITS OR OTHER PROCEEDINGS (THE "CLAIMS") FILED OR OTHERWISE INSTITUTED AGAINST ANY OF THE INDEMNIFIED PARTIES RELATED DIRECTLY OR INDIRECTLY TO OR

ARISING OUT OF THE DESIGN, PROCESS, MANUFACTURE OR USE BY LICENSEE, ITS SUBLICENSEES OR ANY OF THEIR CUSTOMERS OF THE LICENSED PRODUCTS AND ANY EMBODIMENT OF THE PATENT RIGHTS; LICENSEE WILL ALSO ASSUME RESPONSIBILITY FOR ALL COSTS AND EXPENSES RELATED TO SUCH CLAIMS FOR WHICH IT IS OBLIGATED TO INDEMNIFY THE INDEMNIFIED PARTIES PURSUANT TO THIS PARAGRAPH 10, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION OR OTHER DEFENSE.

10. DURATION AND TERMINATION

- 10.1. **Effective Date and Duration:** This Agreement shall become effective upon receipt by EVERYTHNG of a signed copy of this Agreement. The rights and obligations of this Agreement shall remain in effect until expiration of the last patent licensed under this Agreement, or termination by notice in accordance with the provisions of this Agreement.
- 10.2. **Termination by EVERYTHNG:** This Agreement, at the option of EVERYTHNG, may be terminated forthwith by EVERYTHNG if Licensee defaults or breaches any provision of this Agreement.
- 10.3. **Reparations for Default or Breach:** If, upon receipt of EVERYTHNG's notice of termination of this Agreement, Licensee cures the default or breach within thirty (30) days after notice is given, this Agreement shall continue in full force and effect.

11. GENERAL TERMS AND CONDITIONS

- 11.1. **Prior Agreement:** This Agreement supersedes all prior communications, negotiations and agreements, written or oral, concerning the same subject matter.
- 11.2. **No Endorsement.** By entering into this Agreement, EVERYTHNG neither directly nor indirectly endorses any product or service provided, or to be provided, by Licensee whether directly or indirectly related to this Agreement. Licensee will not state or imply that this Agreement is an endorsement by EVERYTHNG or its employees.
- 11.3. **Proprietary Rights.** Licensee will not, by performance under this Agreement, obtain any ownership interest in Patent Rights or any other proprietary rights or information of EVERYTHNG, its officers, inventors, employees, or agents.
- 11.4. **No Other Rights Implied.** This Agreement confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of EVERYTHNG other than the Patent Rights defined in Paragraph 1.1, regardless of whether such patents are dominant or subordinate to the Patent Rights.
- 11.5. EVERYTHNG shall have no obligation to maintain or enforce any of the Patent Rights, and shall have the sole discretion to start, continue or abandon the maintenance of the Patent Rights.

- 11.6. **EXPORT and IMPORT CONTROLS and OTHER LAWS or REGULATIONS.** Nothing herein shall be construed to require EVRYTHNG or LICENSEE to take any action contrary to any export or import control regulation or other applicable laws or regulations of any country having competent jurisdiction.
- 11.7. **Independent Contractors, Disclaimer Of Agency.** The parties hereby acknowledge and agree that each is an independent contractor and that neither party will be considered to be the agent, representative, master or servant of the other party for any purpose whatsoever, and that neither party has any authority to enter into a contract, to assume any obligation, or to give warranties or representations on behalf of the other party. Nothing in this relationship will be construed to create a relationship of joint venture, partnership, fiduciary or other similar relationship between the parties.
- 11.8. **Waiver:** A failure by any of the Parties to assert rights arising from any breach or default of this Agreement shall not be regarded as a waiver of rights. No waiver or toleration implies any continuing or future waiver of rights.
- 11.9. **Assignment:** This Agreement and everything herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties hereto, but shall not be assigned, sub-licensed, transferred, conveyed, or encumbered by Licensee or EVRYTHNG except to the extent otherwise herein expressly provided. EVRYTHNG may assign this Agreement, without the prior consent of Licensee, to any successor to the business of EVRYTHNG or to an acquirer of all or substantially all of the assets of EVRYTHNG.
- 11.10. **Addresses:** Any notice contemplated by this Agreement, unless a different address is subsequently notified by one party to the other in writing, must be sent to the address stated at the beginning of this Agreement where the Parties are identified, either;
- 11.10.1. By registered mail and then it is deemed to be an effective notice five days after it is sent, or
- 11.10.2. By courier or facsimile, and then it is an effective notice only when acknowledged by an official receipt or a return facsimile transmission.
- 11.11. **Reformation.** The parties hereby agree that neither party intends to violate any public policy, statutory or common law, rule, regulation, treaty or decision of any government agency or executive body thereof of any country or community or association of countries, and that if any word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or any of the parties hereto, in a final, unappealable order, to be in violation of any such provision in any country or community or association of countries, such words, sentences, paragraphs or clauses or combination will be inoperative in such country or community or association of countries, and the remainder of this Agreement will remain binding upon the parties hereto.

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- 11.12. **Force Majeure.** No liability hereunder will result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, earthquake, war, terrorism, civil unrest, labor unrest, or shortage of or inability to obtain material or equipment.
- 11.13. **Choice of Law:** This Agreement will be interpreted and construed in accordance with, and its performance will be governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws of New York. Any suit, action, or proceeding arising out of or relating to this Agreement will take place in the courts of the State of New York.
- 11.14. **Entire Agreement:** This Agreement represents the entire Agreement between the Parties as of the effective date hereof and may only be subsequently altered or modified by an instrument in writing, signed by the Parties, which expressly states the intention of affecting this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

Signed by Licensee at the City of _____, this ____ of _____, 20__ .

By:

Title:

Signed by EVRYTHNG at the City of _____, this ____ of _____, 20__

By:

Title: